IN THE HIGH COURT OF JUDICATURE AT BOMBAY

ORDINARY ORIGINAL CIVIL JURISDICTION

NOTICE OF MOTION NO 163 OF 2005
IN
SUIT NO. 1763 OF 2004.

Raymond Limited. ... Plaintiff.

V/s.

Rajesh Jain. ... Defendant.

Salil Shah i/b. Rajani Associates for the plaintiff.

None for the defendant.

CORAM: V.C.DAGA, J.

DATED: 1st February 2006.

P.C.:

. This Court vide order dated 20th July, 2004 passed in Notice of Motion No.1857 of 2004 was pleased to grant ad-interim relief in terms of prayer clause (d) reading as under:

> "That pending the hearing and final disposal of this suit, this Honourable Court be pleased to pass an order and injunction of this Honourable Court, restraining the Defendant from in any manner using the word "Raymond" or any other words or letters identical with or deceptively similar to the Plaintiff's name or marks, in any signage/ hoarding/ facade/ board of his shop in any manner whatsoever."

2. After grant of ad-interim relief in terms of prayer clause (d), plaintiff was directed to

serve the defendant under order 39 rule 3(a) and (b) of Code of Civil Procedure, 1908. Accordingly, defendant was served. Acknowledgment evidencing service by speed post is placed on record.

3. The plaintiff submits that in spite of service of the order dated 20th July, 2004 there is no compliance of the same. The plaintiff has produced photograph of the name board of the shop after removal of the words "The" and "Shop" is produced on record. Plaintiff submits that mere removal of the words "The" and "Shop" appearing on both sides of the word "Raymond" cannot be said to be the compliance of the order dated 20th July, 2004, especially, when by an order dated 20th July, 2004, this Court had, specifically, injuncted the defendant from using the word "Raymond" in any manner whatsoever. In this view of the matter, the plaintiff claims to have made out prima facie case to seek appointment of the Court Receiver to execute the order dated 20th July, 2004.

4. In spite of service nobody is appearing on behalf of the defendant.

5. Having heard the learned counsel for the plaintiff and having seen the documentary evidence produced on record, I am of the opinion that the order dated 20th July, 2004 has not been complied with. The plaintiff, in my opinion, has made out a prima facie case for appointment of the Receiver. The Court Receiver is, therefore, appointed to execute the order of this Court dated 20th July, 2004.

6. In the result, motion is made absolute in terms of prayer clause (a) with no order as to costs.

7. Issuance of certified copy is expedited.

(V.C.DAGA, J.)